

EXHIBIT B

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7 Attorneys for Plaintiff and Counterclaim
Defendant SHAKEY'S PIZZA ASIA
8 VENTURES, INC. and Third Party Defendants
CINCO CORPORATION, PC
9 INTERNATIONAL PTE LTD., and SPAVI
INTERNATIONAL USA, INC.

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12

13 SHAKEY'S PIZZA ASIA VENTURES,
INC, a Philippines corporation,

14 Plaintiff,

15 v.

16 PCJV USA, LLC, a Delaware limited
17 liability company; PCI TRADING,
LLC, a Delaware limited liability
18 company; GUY KOREN, an individual;
19 POTATO CORNER LA GROUP, LLC,
a California limited liability company;
20 NKM CAPITAL GROUP, LLC, a
California limited liability company;
21 J & K AMERICANA, LLC, a California
limited liability company; J&K
22 LAKEWOOD, LLC, a California
limited liability company; J&K
23 VALLEY FAIR, LLC, a California
limited liability company; J & K
24 ONTARIO, LLC, a California limited
liability company; HLK MILPITAS,
25 LLC, a California, limited liability
company; GK CERRITOS, LLC, a
26 California, limited liability company;
J&K PC TRUCKS, LLC, a California
27 limited liability company; and, GK
CAPITAL GROUP, LLC, a California
28 limited liability company and DOES 1

Case No. 2:24-CV-04546-SB(AGRx)

The Hon. Stanley Blumenfeld, Jr.

**SPAVI'S AND PCJV USA
PARTIES' SECOND AMENDED
SEPARATE PROPOSED
VERDICT FORMS**

Complaint Filed: May 31, 2024

Trial Date: August 18, 2025

through 100, inclusive,

Defendants.

PCJV USA, LLC, a Delaware limited liability company; PCI TRADING LLC, a Delaware limited liability company; POTATO CORNER LA GROUP LLC, a California limited liability company; GK CAPITAL GROUP, LLC, a California limited liability company; NKM CAPITAL GROUP LLC, a California limited liability company; and GUY KOREN, an individual,

Counter-Claimants,

v.

SHAKEY'S PIZZA ASIA VENTURES, INC, a Philippines corporation,

Counter Defendant.

PCJV USA, LLC, a Delaware limited liability company; PCI TRADING LLC, a Delaware limited liability company; POTATO CORNER LA GROUP LLC, a California limited liability company; GK CAPITAL GROUP, LLC, a California limited liability company; NKM CAPITAL GROUP LLC, a California limited liability company; and GUY KOREN, an individual,

Third Party Plaintiffs,

v.

PC INTERNATIONAL PTE LTD., a Singapore business entity; SPAVI INTERNATIONAL USA, INC., a California corporation; CINCO CORPORATION, a Philippines corporation; and DOES 1 through 10, inclusive,

Third Party Defendants.

1 The Parties hereby submit their respective special verdict forms.

2
3 Dated: August 20, 2025

FOX ROTHSCHILD LLP

4
5
6 /s/ Michael D. Murphy

7 Michael D. Murphy
8 Attorneys for Plaintiff and Counterclaim
9 Defendant SHAKEY'S PIZZA ASIA
10 VENTURES, INC. and Third Party
11 Defendants CINCO CORPORATION,
12 PC INTERNATIONAL PTE LTD., and
13 SPAVI INTERNATIONAL USA, INC.

14
15 Dated: August 20, 2025

BLANK ROME LLP

16
17 /s/ Arash Beral

18 Arash Beral
19 Todd M. Malynn
20 Blank Rome LLP
21 Attorneys for Defendants,
22 Counterclaimants, and Third-Party
23 Plaintiffs.
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PROPOSED VERDICT FORM

When answering the following questions and filling out this Verdict Form, please follow the directions provided throughout the form. **Your answer to each question must be unanimous.** Some of the questions contain legal terms that are defined and explained in detail in the Jury Instructions. Please refer to the Jury Instructions if you are unsure about the meaning or usage of any legal term that appears in the questions below.

- (1) **“SPAVI” (or “Plaintiff”)** refers to Shakey’s Pizza Asia Ventures, Inc.
- (2) **“Cinco”** refers to Cinco Corporation;
- (3) **“SPAVI Interantional”** refers to [SPAVI International USA, Inc.;](#)
- (4) **“PC International”** refers to [PC International PTE Ltd.; and](#)
- (5) **“PCJV USA Parties” (or “Defendants”)** refers to PCJV USA, LLC, PCI Trading LLC, Potato Corner LA Group, LLC, GK Capital Group, LLC, NKM Capital Group, LLC, Guy Koren, J & K Americana, LLC, J&K Lakewood, LLC, J&K Oakridge, LLC, J&K Valley Fair, LLC, J & K Ontario, LLC, J&K PC Trucks, LLC, HLK Milpitas, LLC, and GK Cerritos, LLC.

Please note that several parties in this lawsuit are both bringing claims and defending against claims. SPAVI, also referred to as “Plaintiff,” is the original plaintiff in this action. The PCJV USA Parties, also referred to as “Defendants,” are the original defendants. Some of the PCJV USA Parties are also “Counterclaimants” asserting claims against the SPAVI Parties.

[Each claim or affirmative defense must be proven by a preponderance of the evidence, unless a different standard is required. In such cases, that different standard will be identified herein](#)

IT IS VERY IMPORTANT THAT YOU FOLLOW THE INSTRUCTIONS PROVIDED IN THIS VERDICT FORM. READ THEM CAREFULLY AND ENSURE YOUR VERDICT COMPLIES WITH THEM.

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Plaintiff's Claims

Section I. Liability

a. Federal Trademark Infringement

- 1) On Plaintiff's claim for federal trademark infringement, do you find that Plaintiff owned any of the following Marks:

The Logo Mark: _____ Yes _____ No

The Word Mark: _____ Yes _____ No

The Slogan Mark: _____ Yes _____ No

If any answer to question 1 as to any of the Marks is YES, proceed to the next question, if the answer to all three Marks is NO, you are done with Section 1, please proceed to Section I(b) (question 5).

- 2) On Plaintiff's claim for federal trademark infringement, do you find that any of the following Marks are valid:

The Logo Mark: _____ Yes _____ No

The Word Mark: _____ Yes _____ No

The Slogan Mark: _____ Yes _____ No

If any answer to question 2 as to any of the Marks is YES, proceed to the next question, if the answer to all three Marks is NO, you are done with Section 1, please proceed to Section I(b) (question 5).

- 3) Did Defendants prove by clear and convincing evidence that Cinco's assignment of the any of the following Marks to Plaintiff was abandoned due to an assignment in gross?

The Logo Mark: _____ Yes _____ No

The Word Mark: _____ Yes _____ No

The Slogan Mark: _____ Yes _____ No

If any answer to question 3 as to any of the Marks is NO, proceed to the next question, if the answer to all three Marks is YES, you are done with Section 1, please proceed to Section I(b) (question 5).

4) Did Defendants prove by clear and convincing evidence that the Marks were abandoned by Cinco (prior to March 2022) or SPAVI (after March 2022), due to naked licensing?

The Logo Mark: _____ Yes _____ No

The Word Mark: _____ Yes _____ No

The Slogan Mark: _____ Yes _____ No

If any answer to question 4 as to any of the Marks is NO, proceed to the next question, if the answer to all three Marks is YES, you are done with Section 1, please proceed to Section 1(b) (question 5).

5) For each of the three Marks that you answered No for questions 3 and 4 above, do you find that any of the following Defendants used those Marks in interstate commerce without Plaintiff's consent?

PCJV USA, LLC _____ Yes _____ No

PCI Trading, LLC _____ Yes _____ No

Guy Koren _____ Yes _____ No

Potato Corner LA _____ Yes _____ No

Group
NKM Capital Group, _____ Yes _____ No
LLC

J & K Americana, LLC _____ Yes _____ No

J & K Lakewood, LLC _____ Yes _____ No

J & K Valley Fair, LLC _____ Yes _____ No

J & K Ontario, LLC _____ Yes _____ No

GK Cerritos, LLC _____ Yes _____ No

If you answered "Yes" as to any Defendant, proceed to Question 6. If you answered no to all, proceed to Question 7.

1 6) Do you find that any of the following Defendants' federal trademark
2 infringement was willful?

3 PCJV USA, LLC	_____ Yes	_____ No
4 PCI Trading, LLC	_____ Yes	_____ No
5 Guy Koren	_____ Yes	_____ No
6 Potato Corner LA	_____ Yes	_____ No
7 Group NKM Capital Group, LLC	_____ Yes	_____ No
8 J & K Americana, LLC	_____ Yes	_____ No
9 J & K Lakewood, LLC	_____ Yes	_____ No
10 J & K Valley Fair, LLC	_____ Yes	_____ No
11 J & K Ontario, LLC	_____ Yes	_____ No
12 GK Cerritos, LLC	_____ Yes	_____ No

13
14
15 **b. Federal False Designation of Origin**

16
17 7) On Plaintiff's claim for federal false designation of origin or association,
18 do you find that any of the following Defendants used a designation in
19 interstate commerce, which can include any word, term, name, symbol,
20 device, or combination thereof, or a false designation of origin, false or
misleading description, or representation of fact?

21 PCJV USA, LLC	_____ Yes	_____ No
22 PCI Trading, LLC	_____ Yes	_____ No
23 Guy Koren	_____ Yes	_____ No
24 Potato Corner LA	_____ Yes	_____ No
25 Group NKM Capital Group, LLC	_____ Yes	_____ No
26 J & K Americana, LLC	_____ Yes	_____ No
27 J & K Lakewood, LLC	_____ Yes	_____ No
28 J & K Valley Fair, LLC	_____ Yes	_____ No

J & K Ontario, LLC _____ Yes _____ No

GK Cerritos, LLC _____ Yes _____ No

If any answer to question 7 as to any of the Defendants is YES, proceed to the next question, if the answer to all Defendants is NO, you are done with Section I(b), please proceed to Section I(c) (question 9).

8) For each Defendant that you answered Yes to I question No. 7, do you find that Defendants' false designation of origin was willful?

PCJV USA, LLC _____ Yes _____ No

PCI Trading, LLC _____ Yes _____ No

Guy Koren _____ Yes _____ No

Potato Corner LA _____ Yes _____ No

Group
NKM Capital Group, _____ Yes _____ No
LLC

J & K Americana, LLC _____ Yes _____ No

J & K Lakewood, LLC _____ Yes _____ No

J & K Valley Fair, LLC _____ Yes _____ No

J & K Ontario, LLC _____ Yes _____ No

GK Cerritos, LLC _____ Yes _____ No

c. Federal Contributory Infringement (Trademark Infringement)

9) If you found for Plaintiff on its claims for federal trademark infringement, do you find for Plaintiff against any of the following Defendants for federal contributory trademark infringement?

PCJV USA, LLC _____ Yes _____ No

PCI Trading, LLC _____ Yes _____ No

Guy Koren _____ Yes _____ No

Potato Corner LA _____ Yes _____ No

Group
NKM Capital Group, _____ Yes _____ No
LLC

J & K Americana, LLC _____ Yes _____ No

J & K Lakewood, LLC _____ Yes _____ No

J & K Valley Fair, LLC _____ Yes _____ No

J & K Ontario, LLC _____ Yes _____ No

GK Cerritos, LLC _____ Yes _____ No

If any answer to question 9 as to any of the Defendants is YES, proceed to the next question, if the answer to all Defendants is NO, you are done with Section I(c), please proceed to Section I(d) (question 11).

10) Do you find that any of the following Defendants' federal contributory trademark infringement was willful?

PCJV USA, LLC _____ Yes _____ No

PCI Trading, LLC _____ Yes _____ No

Guy Koren _____ Yes _____ No

Potato Corner LA _____ Yes _____ No

Group
NKM Capital Group, _____ Yes _____ No
LLC

J & K Americana, LLC _____ Yes _____ No

J & K Lakewood, LLC _____ Yes _____ No

J & K Valley Fair, LLC _____ Yes _____ No

J & K Ontario, LLC _____ Yes _____ No

GK Cerritos, LLC _____ Yes _____ No

d. Federal Contributory Infringement (False Association)

11) If you found for Plaintiff on its claims for federal false association, do you find for Plaintiff against any of the following Defendants for federal contributory infringement?

PCJV USA, LLC _____ Yes _____ No

PCI Trading, LLC _____ Yes _____ No

Guy Koren _____ Yes _____ No

Potato Corner LA _____ Yes _____ No

Group
NKM Capital Group, _____ Yes _____ No
LLC

J & K Americana, LLC _____ Yes _____ No

J & K Lakewood, LLC _____ Yes _____ No

J & K Valley Fair, LLC _____ Yes _____ No

J & K Ontario, LLC _____ Yes _____ No

GK Cerritos, LLC _____ Yes _____ No

If any answer to question 11 as to any of the Defendants is YES, proceed to the next question, if the answer to all Defendants is NO, you are done with Section I(d), please proceed to Section I(e) (question 13).

12) Do you find that any of the following Defendants' federal contributory unregistered trademark infringement was willful?

PCJV USA, LLC _____ Yes _____ No

PCI Trading, LLC _____ Yes _____ No

Guy Koren _____ Yes _____ No

Potato Corner LA _____ Yes _____ No

Group
NKM Capital Group, LLC _____ Yes _____ No

J & K Americana, LLC _____ Yes _____ No

J & K Lakewood, LLC _____ Yes _____ No

J & K Valley Fair, LLC _____ Yes _____ No

J & K Ontario, LLC _____ Yes _____ No

GK Cerritos, LLC _____ Yes _____ No

e. Common Law Infringement

13) On Plaintiff's claim for common law trademark infringement, do you find that Plaintiff owned any of the following Marks:

The Logo Mark: _____ Yes _____ No

The Word Mark: _____ Yes _____ No

The Slogan Mark: _____ Yes _____ No

If your answer to question 13 is YES as to any Mark, proceed to the next question, the answer to all three Marks is NO, please proceed to question 19

14) On Plaintiff's claim for common law trademark infringement, do you find that any of the following Marks are valid:

1 The Logo Mark: _____ Yes _____ No

2 The Word Mark: _____ Yes _____ No

3 The Slogan Mark: _____ Yes _____ No

4
5 *If your answer to question 14 is YES as to any Mark, proceed to the next*
6 *question, the answer to all three Marks is NO, please proceed to question*
7 *19*

- 8 15) Did Defendants prove by clear and convincing evidence that Cinco's
9 assignment of the any of the following Marks to Plaintiff was abandoned
10 due to an assignment in gross?

11 The Logo Mark: _____ Yes _____ No

12 The Word Mark: _____ Yes _____ No

13 The Slogan Mark: _____ Yes _____ No

14
15 *If your answer to question 15 is NO as to any Mark, proceed to the next*
16 *question, the answer to all three Marks is YES, please proceed to question*
17 *19*

- 18 16) Did Defendants prove by a clear and convincing evidence that Cinco's
19 assignment of the any of the following Marks to Plaintiff was abandoned
20 due to naked licensing?

21 The Logo Mark: _____ Yes _____ No

22 The Word Mark: _____ Yes _____ No

23 The Slogan Mark: _____ Yes _____ No

24
25 *If your answer to question 16 is NO as to any Mark, proceed to the next*
26 *question, the answer to all three Marks is YES, please proceed to question*
27 *19*

- 28 17) Do you find that any of the following Defendants used any of the three
Marks without Plaintiff's consent?

PCJV USA, LLC	_____	Yes	_____	No
PCI Trading, LLC	_____	Yes	_____	No
Guy Koren	_____	Yes	_____	No
Potato Corner LA	_____	Yes	_____	No
Group				
NKM Capital Group,	_____	Yes	_____	No
LLC				
J & K Americana, LLC	_____	Yes	_____	No
J & K Lakewood, LLC	_____	Yes	_____	No
J & K Valley Fair, LLC	_____	Yes	_____	No
J & K Ontario, LLC	_____	Yes	_____	No
GK Cerritos, LLC	_____	Yes	_____	No

If you answered "Yes" as to any Defendant, proceed to Question 18. If you answered NO to all, please proceed to Section I(f) (question 19).

18) Do you find that any of the following Defendants' federal trademark infringement was willful?

PCJV USA, LLC	_____	Yes	_____	No
PCI Trading, LLC	_____	Yes	_____	No
Guy Koren	_____	Yes	_____	No
Potato Corner LA	_____	Yes	_____	No
Group				
NKM Capital Group,	_____	Yes	_____	No
LLC				
J & K Americana, LLC	_____	Yes	_____	No
J & K Lakewood, LLC	_____	Yes	_____	No
J & K Valley Fair, LLC	_____	Yes	_____	No
J & K Ontario, LLC	_____	Yes	_____	No
GK Cerritos, LLC	_____	Yes	_____	No

f. Unfair Competition (Cal. Bus Prof Code 17200)

19) On Plaintiff's claim for unfair competition, do you find for Plaintiff against any of the following Defendants?

PCJV USA, LLC	_____	Yes	_____	No
PCI Trading, LLC	_____	Yes	_____	No
Guy Koren	_____	Yes	_____	No
Potato Corner LA Group	_____	Yes	_____	No
NKM Capital Group, LLC	_____	Yes	_____	No
J & K Americana, LLC	_____	Yes	_____	No
J & K Lakewood, LLC	_____	Yes	_____	No
J & K Valley Fair, LLC	_____	Yes	_____	No
J & K Ontario, LLC	_____	Yes	_____	No
GK Cerritos, LLC	_____	Yes	_____	No

g. Quantum Meruit

20) On Plaintiff's claim for quantum meruit, do you find for Plaintiff against any of the following Defendants?

PCJV USA, LLC	_____	Yes	_____	No
PCI Trading, LLC	_____	Yes	_____	No
Guy Koren	_____	Yes	_____	No
Potato Corner LA Group	_____	Yes	_____	No
NKM Capital Group, LLC	_____	Yes	_____	No
J & K Americana, LLC	_____	Yes	_____	No
J & K Lakewood, LLC	_____	Yes	_____	No
J & K Valley Fair, LLC	_____	Yes	_____	No
J & K Ontario, LLC	_____	Yes	_____	No
GK Cerritos, LLC	_____	Yes	_____	No

If any answer to question 20 as to any of the Defendants is YES, proceed to the next question, if the answer to all Defendants is NO, you are done with Section I(g), please proceed to Section I(h) (question 23).

21) Did Defendants prove that Plaintiff waived the right to recover for quantum meruit?

YES _____ NO _____

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If you answered "No", proceed to the next Question. If you answered "Yes", proceed to Question 22.

22) Did Plaintiff prove the reasonable value of what it received sufficient to recover for *quantum meruit*?

YES _____ NO _____

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h. Trade Secret Misappropriation

23) Did Plaintiff prove that it is the owner of trade secret information?

YES _____ NO _____

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If your answer to question 1 is NO, then you are finished with Section I(C) and skip to Section II(A).

If your answer to question 1 is YES, proceed to the next question.

24) Did Plaintiff prove that the information were secret at the time of the alleged misappropriation?

YES _____ NO _____

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If your answer to question 2 is NO, then you are finished with Section I(C) and skip to Section II(A).

If your answer to question 2 is YES, proceed to the next question.

25) Did Plaintiff that the information had actual or potential independent economic value because it was secret?

YES _____ NO _____

Deleted: prove by a preponderance of the evidence

If your answer to question 3 is NO, then you are finished with Section I(C) and skip to Section II(A).

If your answer to question 3 is YES, proceed to the next question.

26) 4. Did Plaintiff prove that reasonable efforts were made under the circumstances to keep the information secret?

YES ____ NO ____

If your answer to question 4 is NO, then you are finished with Section I(C) and skip to Section II(A).

If your answer to question 4 is YES, proceed to the next question.

27) Did Plaintiff prove that Defendants acquired the information by improper means?

YES ____ NO ____

If your answer to question 5 is NO, then you are finished with Section I(C) and skip to Section II(A).

If your answer to question 5 is YES, proceed to the next question.

28) Did Defendants prove that the information was readily ascertainable by proper means when it was acquired?

YES ____ NO ____

If your answer to question 6 is YES, then you are finished with Section I(C) and skip to Section II(A).

If your answer to question 6 is NO, proceed to the next question.

29) Did Defendants prove by a preponderance of evidence that Cinco Corporation, had waived any right to claim misappropriation of trade secrets?

YES ____ NO ____

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Deleted: Plaintiff's predecessor-in-interest

30) Did Defendants prove that Plaintiff waived any right to claim misappropriation of trade secrets?

YES _____ NO _____

If your answer to question 8 is YES, then you are finished with Section I(A) and skip to Section I(B).

If your answer to question 8 is NO, proceed to the next question.

31) Did Plaintiff prove that Defendants' acquisition of trade secret information was a substantial factor in causing Plaintiff harm?

YES _____ NO _____

If your answer to question 9 is YES, then you are finished with Section I(C) and skip to Section II.

If your answer to question 9 is NO, proceed to the next question.

32) Did any Defendant prove their defense of in pari delicto?

YES _____ NO _____

Section II. Monetary Recovery

Complete this section of the Verdict only if you found that Plaintiff proved at least one of its claims against any Defendant.

a. Disgorgement: Recovery for Trademark / False Association / Contributory Infringement /

- a. Did the jury find for Plaintiff as to any of its claims for Trademark (and Infringement (indulging contributory and common law) or False Association (and Contributory), as to any Defendant?

YES _____ NO _____

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b. What were each Defendants' gross revenues attributable to the use of any of the Marks from May 31, 2024 through the present?

PCJV USA, LLC	_____
PCI Trading, LLC	_____
Guy Koren	_____
Potato Corner LA	_____
Group	_____
NKM Capital Group,	_____
LLC	_____
J & K Americana, LLC	_____
J & K Lakewood, LLC	_____
J & K Valley Fair, LLC	_____
J & K Ontario, LLC	_____
GK Cerritos, LLC	_____

c. What are the legitimate and provable expenses each Defendant actually incurred in making these sales?

PCJV USA, LLC	_____
PCI Trading, LLC	_____
Guy Koren	_____
Potato Corner LA	_____
Group	_____
NKM Capital Group,	_____
LLC	_____
J & K Americana, LLC	_____
J & K Lakewood, LLC	_____
J & K Valley Fair, LLC	_____
J & K Ontario, LLC	_____
GK Cerritos, LLC	_____

d. The Total Disgorged Profit are calculated below by subtracting each entity's entry in (c) above from the entry in (b) above.

PCJV USA, LLC	_____
PCI Trading, LLC	_____
Guy Koren	_____

Potato Corner LA
Group
NKM Capital Group,
LLC
J & K Americana, LLC
J & K Lakewood, LLC
J & K Valley Fair, LLC
J & K Ontario, LLC
GK Cerritos, LLC

b. Quantum Meruit

- 1) State the amount of reasonable royalty that should be awarded to Plaintiff from each Defendant for the period March 31, 2022 through May 30, 2024:

PCJV USA, LLC \$
PCI Trading, LLC \$
Guy Koren \$
Potato Corner LA
Group
NKM Capital Group,
LLC \$
J & K Americana, LLC \$
J & K Lakewood, LLC \$
J & K Valley Fair, LLC \$
J & K Ontario, LLC \$
GK Cerritos, LLC \$

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The PCVJ USA Parties' Counterclaims**Section III: Liability & Damages****A. Inducing Breach of Contract**

1. Do you find that Counterclaimants proved that there was a contract between any one of the Counterclaimants and Cinco Corporation?

Yes ____ No ____

If your answer to question 1 is NO, then skip to Section III(B). If your answer to question 1 is YES, proceed to the next question.

2. What was that contract?

- a. 2009 NKM License Agreement? Yes ____ No ____
b. Joint Venture Agreement? Yes ____ No ____
c. Amended Joint Venture Agreement? Yes ____ No ____
d. "Trademark, Copyright, Know-How, License Agreement" dated October 10, 2010?
e. Other Agreement (describe): _____

3. Do you find that Counterclaimants proved that Plaintiff knew of the contract?

Yes ____ No ____

If your answer to question 3 is NO, then skip to Section III(B). If your answer to question 3 is YES, proceed to the next question.

4. Do you find that Counterclaimants proved that Plaintiff intended to cause Cinco Corporation to breach the contract?

Yes ____ No ____

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1 If your answer to the preceding question is NO, then skip to Section
2 III(B). If your answer to the preceding question is YES, proceed to the next
3 question.

- 4
5 5. Do you find that Counterclaimants proved that Plaintiff's conduct
6 caused Cinco Corporation or to breach the contract?

7 Yes ____ No ____

8 If your answer to the preceding question is NO, then skip to Section
9 III(B). If your answer to the preceding question is YES, proceed to the next
10 question.

- 11
12 6. Do you find that SPAVI or Cinco proved that it is immunized from
13 liability under the litigation privilege or the privilege to protect one's
14 economic interests?

15 Yes ____ No ____

16
17 If your answer to the preceding question is YES, then skip to Section
18 III(B). If your answer to the preceding question is NO, proceed to the next
19 question.

- 20
21 7. Do you find that SPAVI and Cinco proved that the Counterclaimants,
22 or any of them:

23 (a) waived their right to claim they were damaged as a result of the
24 alleged acts of SPAVI or Cinco?

25 Yes ____ No ____

26 (b) consented to the actions of SPAVI or Cinco?

27 Yes ____ No ____
28

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Deleted: by a preponderance of evidence

(c) are estopped from pursuing this claim against SPAVI or Cinco?

Yes ____ No ____

(d) have unclean hands and thus cannot recover against SPAVI or Cinco?

Yes ____ No ____

Or (e) waited too long to pursue this claim SPAVI or Cinco, under the doctrine of laches?

Yes ____ No ____

If your answer to any of the preceding five questions (4)(a)-(e) is YES, then skip to Section III(B).

If your answer to question 4 is NO, proceed to the next question.

8. Do you find that Counterclaimants proved that Plaintiff's conduct was a substantial factor in causing harm to the Counterclaimant that is a party to the contract that was breached?

Yes ____ No ____

If your answer to question 8 is NO, then skip to Section III(B).

If your answer to question 8 is YES, proceed to question 9.

Yes ____ No ____

9. What are the damages caused by Cinco that were suffered by the Counterclaimant that is a party to the contract that was breached?

Deleted: by a preponderance of evidence

1
2 Past Economic Damages: \$ _____

3 Future Economic Damages: \$ _____

4
5 TOTAL: \$ _____

- 6
7 10. What are the damages caused by SPAVI that were suffered by the
8 Counterclaimant that is a party to the contract that was breached?

9
10 Past Economic Damages: \$ _____

11 Future Economic Damages: \$ _____

12
13 TOTAL: \$ _____

- 14
15
16 11. Do you find that the Counterclaimant that is a party to the contract that
17 was breached proved with clear and convincing evidence that Plaintiff
engaged in the conduct with malice, oppression, or fraud?

18 Yes _____ No _____

19
20 *If your answer to question 7 is NO, then skip to Section III(B).*

21 *If your answer to question 7 is YES, proceed to question 8.*

- 22
23 12. State the total amount of punitive damages to be assessed against
24 Plaintiff:

25 \$ _____

26 *Proceed to Section III(B).*

27 **Section III: Liability & Damages**

B. Intentional Interference with Contractual Relations

13. Do you find that Counterclaimants proved that there was a contract between any one of the Counterclaimants and either Cinco Corporation or a franchisee of PCJV franchisees, or a supplier of a Counterclaimant or a vendor of a Counterclaimant?

Yes ____ No ____

If your answer to the preceding question is YES, then skip to Section III(C). If your answer to the preceding question is NO, proceed to the next question.

14. Do you find that Counterclaimants proved that Plaintiff knew of the contract?

Yes ____ No ____

If your answer to the preceding question is YES, then skip to Section III(C). If your answer to the preceding question is NO, proceed to the next question.

15. Do you find that Counterclaimants proved that Plaintiff's conduct prevented performance or made performance more expensive or difficult?

Yes ____ No ____

If your answer to the preceding question is NO, then skip to Section III(C). If your answer to the preceding question is YES, proceed to the next question.

16. What was that contract?

Deleted: by a preponderance of evidence

Deleted: by a preponderance of evidence

Deleted: by a preponderance of evidence

1 Identify: _____
2

- 3 17. Do you find that Counterclaimants proved that Plaintiff intended to
4 disrupt the performance of this contract or know that disruption of
5 performance was certain or substantially certain to occur?

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6 Yes ____ No ____
7

8 *If your answer to the preceding question is NO, then skip to Section*
9 *III(C). If your answer to the preceding question is YES, proceed to the next*
10 *question.*

- 11 18. Do you find that SPAVI and Cinco proved that it is immunized from
12 liability under the litigation privilege or the privilege to protect one's
13 economic interests?

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14 Yes ____ No ____
15

16 *If your answer to the preceding question is YES, then skip to Section*
17 *III(C). If your answer to the preceding question is NO, proceed to the next*
18 *question.*

- 19 19. Do you find that SPAVI and Cinco proved that the Counterclaimants,
20 or any of them:
21

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22 (a) waived their right to claim they were damaged as a result of the
23 actions of SPAVI?
24

25 Yes ____ No ____
26

27 (b) consented to the actions of SPAVI?
28

Yes ____ No ____

(c) are estopped from pursuing this claim against SPAVI?

Yes ____ No ____

(d) have unclean hands and thus cannot recover against SPAVI

Yes ____ No ____

Or (d) waited too long to pursue this claim under the doctrine of laches?

Yes ____ No ____

If your answer to any of the preceding five questions (19)(a)-(e) is YES, then skip to Section III(C). If your answer to all of the five questions 19(a)-(e) is NO, proceed to the next question.

20. Do you find that Counterclaimants proved that SPAVI's conduct was a substantial factor in causing harm to the Counterclaimant that was a party to that contract?

Yes ____ No ____

If your answer to the preceding question is NO, then skip to Section III(C). If your answer to the preceding question is YES, proceed to the next question.

21. What are the damages caused by Plaintiff that were suffered by the Counterclaimant that is a party to the contract that was breached?

Past Economic Damages: \$ _____

Future Economic Damages: \$ _____

TOTAL: \$ _____

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1
2
3 22. Do you find that Counterclaimants proved by a clear and convincing
4 evidence that SPAVI engaged in the conduct with malice, oppression,
5 or fraud as to that Counterclaimant found to have been injured?

6 Yes ____ No ____

7 *If your answer to question 22 is NO, then skip to Section III(C).*

8 *If your answer to question 22 is YES, proceed to question 8.*

9
10 23. State the total amount of punitive damages to be assessed against
11 SPAVI:

12 \$ _____
13

14 *Proceed to Section III(C).*
15
16
17
18
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28

Section III: Liability & Damages**C. Intentional Interference with Prospective Economic Relations**

24. Do you find that Counterclaimants proved that any one of the Counterclaimants and any one of its suppliers have an economic relationship that probably would have resulted in an economic benefit to any one of the Counterclaimants ?

Yes ____ No ____

If your answer to question 1 is NO, then skip to Section III(D).

If your answer to question 1 is YES, proceed to question 2.

25. Do you find that Counterclaimants proved that SPAVI knew of the relationship?

Yes ____ No ____

If your answer to the preceding question is NO, then skip to Section III(D). If your answer to the preceding question is YES, proceed to the next question.

26. Do you find that Counterclaimants proved that SPAVI engaged in conduct to interfere with that relationship?

Yes ____ No ____

If your answer to the preceding question is NO, then skip to Section III(D). If your answer to the preceding question is YES, proceed to the next question.

27. What was that relationship:

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Deleted: by a preponderance of evidence

Identify: _____

28. Do you find that Counterclaimants proved that by engaging in this conduct, SPAVI intended to disrupt the relationship or knew that disruption of the relationship was certain or substantially certain to occur?

Yes ____ No ____

If your answer to the preceding question is NO, then skip to Section III(D). If your answer to the preceding question is YES, proceed to the next question.

29. Do you find that Counterclaimants proved that SPAVI engaged in wrongful conduct in interfering with the Counterclaimant's relationship?

Yes ____ No ____

If your answer to the preceding question is NO, then skip to Section III(D). If your answer to the preceding question is YES, proceed to the next question.

30. Do you find that Counterclaimants proved that the relationship was disrupted?

Yes ____ No ____

If your answer to the preceding question is NO, then skip to Section III(D). If your answer to the preceding question is YES, proceed to the next question.

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1 31. Do you find that SPAVI proved that it is immunized from liability
2 under the litigation privilege or the privilege to protect one's economic
3 interests?

4 Yes ____ No ____

5
6 *If your answer to the preceding question is YES, then skip to Section*
7 *III(D). If your answer to the preceding question is NO, proceed to the next*
8 *question.*
9

10
11 32. Do you find that SPAVI proved that the Counterclaimants, or any of
12 them:

13 (a) waived their right to claim they were damaged as a result of the
14 actions of SPAVI?

15 Yes ____ No ____

16 (b) consented to the actions of SPAVI?

17 Yes ____ No ____

18 (c) are estopped from pursuing this claim against SPAVI?

19 Yes ____ No ____

20 (d) have unclean hands and thus cannot recover against SPAVI

21 Yes ____ No ____

22 Or (d) waited too long to pursue this claim under the doctrine of laches?

23 Yes ____ No ____
24
25
26
27
28

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1
2 *If your answer to any of the preceding five questions 32(a)-(e) is YES,*
3 *then skip to Section III(B). If your answer to all five questions 32(a)-(e) is NO,*
4 *proceed to the next question.*

5
6 33. Do you find that Counterclaimants proved that SPAVI's conduct was a
7 substantial factor in causing harm to any one of the PCJV USA
8 Parties?

9 Yes ____ No ____

10
11 34. Please specify which of the PCJV USA Parties was injured if you
12 answered Yes: ____

13
14 *If your answer to question 32 is NO, then skip to Section III(D). If your*
15 *answer to question 32 is YES, proceed to the next question.*

16
17 35. Do you find that Counterclaimants proved that SPAVI's conduct was a
18 substantial factor in causing harm to the Counterclaimant identified in
19 response to Question No. 32?

20
21 36. What is that Counterclaimant's damage??

22 Past Economic Damages: \$ _____

23 Future Economic Damages: \$ _____

24 TOTAL: \$ _____

25
26 *Proceed to question 8.*
27
28

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1 37. Do you find that Counterclaimants proved by clear and convincing
2 evidence that SPAVI engaged in the conduct with respect to the
3 damaged Counterclaimant with malice, oppression, or fraud?

4 Yes ____ No ____

5
6 *Proceed to question 38.*

7
8 38. State the total amount of punitive damages to be assessed against
9 SPAVI:

10 \$ _____

11
12 *Proceed to Section III(D).*

13
14
15 **Section III: Liability & Damages**

16 **D. Negligent Interference with Prospective Economic Relations**

17
18 39. Do you find that Counterclaimants proved that any one of
19 Counterclaimants and any one of its suppliers have an economic
20 relationship that probably would have resulted in an economic benefit
21 to any one of the Counterclaimants ?

22 Yes ____ No ____

23
24 *If your answer to question 39 is NO, then skip to Section III(E). If your*
25 *answer to question 39 is YES, proceed to question 2.*

26 40. Do you find that Counterclaimants proved that SPAVI knew or should
27 it have known of the relationship?
28

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Yes ____ No ____

If your answer to question 40 is NO, then skip to Section III(E).

If your answer to question 41 is YES, proceed to question 3.

41. Do you find that Counterclaimants proved that SPAVI knew or should it have known that this relationship would be disrupted if it failed to act with reasonable care?

Yes ____ No ____

If your answer to question 41 is NO, then skip to Section III(E).

If your answer to question 41 is YES, proceed to question 4.

42. Do you find that Counterclaimants proved that SPAVI failed to act with reasonable care?

Yes ____ No ____

If your answer to question 42 is NO, then skip to Section III(E).

If your answer to question 42 is YES, proceed to question 43.

43. Do you find that Counterclaimants proved that SPAVI engaged in wrongful conduct in interfering with the relationship?

Yes ____ No ____

If your answer to question 43 is NO, then skip to Section III(E).

If your answer to question 43 is YES, proceed to question 44.

44. Do you find that Counterclaimants proved that the relationship disrupted?

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Deleted: by a preponderance of evidence

Yes ____ No ____

If your answer to question 44 is NO, then skip to Section III(E).

If your answer to question 44 is YES, proceed to question 45.

45. Which relationship was disrupted, please identify: _____

46. Do you find that SPAVI proved that it is immunized from liability under the litigation privilege or the privilege to protect one's economic interests?

Deleted: by a preponderance of evidence

Yes ____ No ____

If your answer to the previous question is YES, then skip to Section III(E).

If your answer to the preceding question 4 is NO, proceed to the next question.

47. Do you find that SPAVI proved that the Counterclaimants, or any of them:

Deleted: by a preponderance of evidence

(a) waived their right to claim they were damaged as a result of the actions of SPAVI?

Yes ____ No ____

(b) consented to the actions of SPAVI?

Yes ____ No ____

(c) are estopped from pursuing this claim against SPAVI?

Yes ____ No ____

(d) have unclean hands and thus cannot recover against SPAVI

Yes ____ No ____

Or (e) waited too long to pursue this claim under the doctrine of laches?

Yes ____ No ____

If your answer to any of the preceding five questions (47)(a)-(e) is YES, then skip to Section III(B).

If your answer to each of questions 47(a)-(e) is NO, proceed to the next question.

48. Do you find that Counterclaimants proved that SPAVI's wrongful conduct was a substantial factor in causing harm to a Counterclaimant?

Yes ____ No ____

If your answer to the previous question is YES, then skip to Section III(E).

If your answer to the preceding question 4 is NO, proceed to the next question.

49. What are the damages for each injured Counterclaimant?

Specify injured Counterclaimant and for each, identify:

Past Economic Damages: \$ _____

Future Economic Damages: \$ _____

TOTAL: \$ _____

Deleted: by a preponderance of evidence

1 50. Do you find that Counterclaimants proved by a clear and convincing
2 evidence that SPAVI engaged in the conduct with malice, oppression,
3 or fraud?

4 Yes ____ No ____

5
6 *If your answer to question 50 is NO, then skip to Section III(E).*

7 *If your answer to question 50 is YES, proceed to question 51.*

8
9 51. State the total amount of punitive damages to be assessed against
10 SPAVI:

11 \$ _____

12
13 *Proceed to Section III(E).*

Section III: Liability & Damages**F. Breach of Fiduciary Duty**

52. Do you find that Counterclaimants proved that SPAVI or Cinco Corporation owed any one of the Counterclaimants a fiduciary duty?

Deleted: by a preponderance of evidence

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 1 is NO, then skip to Section III(G).

If your answer to question 1 is YES, proceed to question 2.

53. Do you find that the Counterclaimants to whom Cinco or SPAVI owed fiduciary duties proved that SPAVI or Cinco Corporation breached a fiduciary duty?

Deleted: by a preponderance of evidence

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 53 is NO, then skip to Section III(G).

If your answer to question 53 is YES, proceed to the next question.

54. Do you find that SPAVI or Cinco proved that it is immunized from liability under the litigation privilege or the privilege to protect one's economic interests?

Deleted: by a preponderance of evidence

Yes ____ No ____

If your answer to the previous question is YES, then skip to Section III(B).

1 *If your answer to the previous question is NO, proceed to the next*
2 *question.*

3
4 55. Do you find that SPAVI and Cinco proved that the Counterclaimants,
5 or any of them:

Deleted: by a preponderance of evidence

6 (a) waived their right to claim they were damaged as a result of the
7 alleged acts of SPAVI or Cinco?

8 Yes ____ No ____

9 (b) consented to the actions of SPAVI or Cinco?

10 Yes ____ No ____

11 (c) are estopped from pursuing this claim against SPAVI or Cinco?

12 Yes ____ No ____

13 (d) have unclean hands and thus cannot recover against SPAVI or Cinco?

14 Yes ____ No ____

15 Or (e) waited too long to pursue this claim under the doctrine of laches?

16 Yes ____ No ____

17
18
19 *If your answer to any of the preceding five questions 55(a)-(e) is YES,*
20 *then skip to Section III(B).*

21 *If your answer to each of 55(a)-(e) NO, proceed to the next question.*

22
23
24
25
26 56. Do you find that the Counterclaimants to whom Cinco or SPAVI owed
27 fiduciary duties proved that the breach of fiduciary duty by SPAVI or
28 Cinco Corporation was a substantial factor in causing harm to that
Counterclaimant?

Deleted: by a preponderance of evidence

- 1 a. As to SPAVI: _____ YES _____ NO
2 b. Identify the Counterclaimants that SPAVI injured _____
3 c. As to Cinco: _____ YES _____ NO
4 d. Identify the Counterclaimants that Cinco injured _____
5

6 *If your answer to questions 56(a) and (c) is NO, then skip to Section III(G).*

7 *If your answer to question 56 is YES, proceed to question 4.*

8 57. What are the damages suffered by each Counterclaimant?

9 Specify injured Counterclaimant and for each, identify:

10 Past Economic Damages: \$ _____

11 Future Economic Damages: \$ _____

12 TOTAL: \$ _____
13

14
15 58. Did SPAVI or Cinco Corporation engage in the conduct with malice,
16 oppression, or fraud?

17 As to SPAVI: _____ YES _____ NO

18 As to Cinco Corporation: _____ YES _____ NO
19

20 *If your answer to question 5 is NO, then skip to Section III(G).*

21 *If your answer to question 5 is YES, proceed to question 6.*
22

23 59. State the total amount of punitive damages to be assessed:

24 Against SPAVI \$ _____

25 Against Cinco Corporation \$ _____
26

27 *Proceed to Section III(G)*
28

Section III: Liability & Damages**G. Breach of Contract**

60. Do you find that Counterclaimants proved that SPAVI or Cinco Corporation entered into a contract with any one of the Counterclaimants?

Deleted: by a preponderance of evidence

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 1 is NO, then skip to Section III(H).

If your answer to question 1 is YES, proceed to question 2.

61. Please identify that contract:

Cinco: _____

SPAVI: _____

62. Do you find that Counterclaimants proved that SPAVI or Cinco Corporation did something that the contract prohibited or failed to do something that the contract required?

Deleted: by a preponderance of evidence

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 62 is NO, then skip to Section III(H).

If your answer to question 62 is YES, proceed to question 63.

63. Do you find that Counterclaimants proved that Counterclaimants performed all obligations and duties, and otherwise complied with the contract or were otherwise excused from doing so?

Deleted: by a preponderance of evidence

1 As to SPAVI: _____ YES _____ NO

2 As to Cinco Corporation: _____ YES _____ NO

4 *If your answer to question 63 is NO, then skip to Section III(H).*

5 *If your answer to question 63 is YES, proceed to question 64.*

7 64. Do you find that Counterclaimants proved that any one of the
8 Counterclaimant that is party to the contract was harmed by SPAVI's
9 or Cinco Corporation's breach of contract?

Deleted: by a preponderance of evidence

10 As to SPAVI: _____ YES _____ NO

11 As to Cinco Corporation: _____ YES _____ NO

12 *If your answer to question 64 is NO, then skip to Section III(H).*

13 *If your answer to question 64 is YES, proceed to question 65.*

15 65. Do you find that the actions of Cinco or SPAVI towards the
16 Counterclaimant that is a party to the contract, were a substantial
17 factor in causing harm to that Counterclaimant?

18 As to SPAVI: _____ YES _____ NO

19 As to Cinco Corporation: _____ YES _____ NO

21 *If your answer to the previous question is NO, then skip to Section III(G).*

22 *If your answer to the previous question is YES, proceed to the next question.*

24 66. What are the damages for each Counterclaimant?

25 Specify injured Counterclaimant and for each, identify:

26 Past Economic Damages: \$ _____

27 Future Economic Damages: \$ _____

28 TOTAL: \$ _____

Section III: Liability & Damages**H. Breach of the Implied Covenant of Good Faith and Fair Dealing**

67. Do you find that Counterclaimants proved that SPAVI or Cinco Corporation entered into a contract with any one of the Counterclaimants?

Deleted: by a preponderance of evidence

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to the preceding question is NO, then skip to Section III(I).

If your answer to the preceding question is YES, proceed to the next question.

68. What was that contract:

69. Do you find that Counterclaimants proved that SPAVI or Cinco Corporation breached the covenant of good faith and fair dealing contained in that contract?

Deleted: by a preponderance of evidence

As to SPAVI: _____ YES _____ NO

As to Cinco Corporation: _____ YES _____ NO

If your answer to question 2 is NO, then skip to Section III(I).

If your answer to question 2 is YES, proceed to question 3.

1 70. Do you find that SPAVI and Cinco proved that it is immunized from
2 liability under the litigation privilege or the privilege to protect one's
3 economic interests?

4 Yes ____ No ____

5
6 *If your answer to the preceding question is YUES, then skip to Section III(I).*

7 *If your answer to the preceding question is NO, proceed to the next question.*

8
9 71. Do you find that SPAVI or Cinco proved that the Counterclaimants, or
10 any of them:

11 (a) waived their right to claim they were damaged as a result of the
12 alleged acts of SPAVI or Cinco?

13 Yes ____ No ____

14 (b) consented to the actions of SPAVI or Cinco?

15 Yes ____ No ____

16 (c) are estopped from pursuing this claim against SPAVI or Cinco?

17 Yes ____ No ____

18 (d) have unclean hands and thus cannot recover against SPAVI or Cinco?

19 Yes ____ No ____

20 Or (e) waited too long to pursue this claim under the doctrine of laches?

21 Yes ____ No ____
22
23
24
25
26
27
28

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Deleted: by a preponderance of evidence

1 If your answer to any of the preceding five questions 71(a)-(e) is YES,
2 then skip to Section III(B).

3 If your answer to each of the questiona 71(a)-(e) is NO, proceed to the
4 next question.

5
6
7 72. Do you find that Counterclaimants proved that any one of
8 Counterclaimants was harmed by SPAVI's or Cinco Corporation's
9 conduct?

10 As to SPAVI: _____ YES _____ NO

11 As to Cinco Corporation: _____ YES _____ NO

12 If your answer to the preceding question is NO, then skip to Section III(I).

13 If your answer to the preceding question is YES, proceed to the next question.

14
15
16 73. Do you find that the actions of Cinco or SPAVI towards the
17 Counterclaimant that is a party to the contract, were a substantial
18 factor in causing harm to that Counterclaimants?

19 As to SPAVI: _____ YES _____ NO

20 As to Cinco Corporation: _____ YES _____ NO

21
22 If your answer to the preceding question is NO, then skip to Section III(I).

23 If your answer to the preceding question is YES, proceed to the next question.

24
25 74. What are the damages suffered by each of the Counterclaimants?

26 For each damaged Counterclaimant, specify:

27 Past Economic Damages: \$ _____

28 Future Economic Damages: \$ _____

Deleted: by a preponderance of evidence

1 TOTAL: \$ _____
2
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Section III: Liability & Damages**E. Aiding and Abetting Torts**

75. Do you find that Counterclaimants proved that Cinco Corporation breached fiduciary duties or duties of care owed to the Counterclaimants?

Yes ____ No ____

If your answer to question 1 is NO, then skip to Section III(F).

If your answer to question 1 is YES, proceed to question 2.

2. Do you find that Counterclaimants proved that SPAVI gave substantial assistance or encouragement to Cinco?

Yes ____ No ____

If your answer to question 2 is NO, then skip to Section III(F).

If your answer to question 2 is YES, proceed to question 3.

76. Do you find that Counterclaimants proved that SPAVI's conduct was a substantial factor in causing harm to any one of the Counterclaimants?

Yes ____ No ____

If your answer to question 3 is NO, then skip to Section III(F).

If your answer to question 3 is YES, proceed to question 4.

77. What are the damages for that Counterclaimant?

Past Economic Damages: \$ _____

Deleted: by a preponderance of evidence

Deleted: by a preponderance of evidence

Deleted: by a preponderance of evidence

1 Future Economic Damages: \$ _____

2 TOTAL: \$ _____

3
4 *Proceed to question 5.*

5
6 78. Do you find that Counterclaimants proved that SPAVI engaged in the
conduct with malice, oppression, or fraud?

7
8 Yes ____ No ____

9
10 *If your answer to question 3 is NO, then skip to Section III(F).*

11 *If your answer to question 3 is YES, proceed to question 6.*

12
13 79. State the total amount of punitive damages to be assessed against
SPAVI:

14
15 \$ _____

16
17 *Proceed to Section III(F)*

Deleted: by a preponderance of evidence

Section III: Liability & Damages**I. Quantum Meruit**

1. Do you find that Counterclaimants proved that the SPAVI Parties requested, by words or conduct, that any of the Counterclaimants perform services for the benefit of SPAVI?

Yes ____ No ____

If your answer to question 1 is NO, then skip to Final Page of the Jury Verdict Form.

If your answer to question 1 is YES, proceed to question 2.

2. Do you find that Counterclaimants proved that they performed the services as requested?

Yes ____ No ____

If your answer to question 1 is NO, then skip to Final Page of the Jury Verdict Form.

If your answer to question 1 is YES, proceed to question 3.

3. Do you find that Counterclaimants proved by a preponderance of the evidence that SPAVI Parties did not provide value to Plaintiff for the services performed?

Yes ____ No ____

If your answer to question 1 is NO, then skip to Final Page of the Jury Verdict Form.

If your answer to question 1 is YES, proceed to question 4.

4. Should the SPAVI Parties or Cinco Corporation have to pay the PCJV USA Parties for the value the PCJV USA Parties created, developed, or added to the Potato Corner Intellectual Property?

As to SPAVI Parties: _____ YES _____ NO

Deleted: by a preponderance of evidence

Deleted: by a preponderance of evidence

1 As to Cinco Corporation: _____ YES _____ NO

2
3 *If your answer to question 4 is NO, then skip to Final Page of the Jury Verdict*
4 *Form.*

5 *If your answer to question 4 is YES, proceed to question 5.*

- 6
7 5. What is the reasonable value that the SPAVI Parties or Cinco Corporation
8 should have to pay to the PCJV USA Parties for the value the PCJV USA
9 Parties created, developed, or added to the Potato Corner Intellectual
Property?

10 Against SPAVI parties: \$ _____

11 Against Cinco Corporation: \$ _____

12
13 *Proceed to Final Page of the Jury Verdict Form.*
14
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FINAL PAGE OF THE JURY VERDICT FORM

The Jury Foreperson should sign and date the Verdict Form below and return it to the Court.

Signed this day of _____, _____ 2025.

Signature of the Jury Foreperson

CERTIFICATE OF SERVICE

The undersigned certifies that, on August 18, 2025, the foregoing document was electronically filed with the Clerk of the Court for the United States District Court, Central District of California, using the Court's ECF filing system. I further certify that all counsel for all parties to this action are registered CM/ECF user and that service will be accomplished by the CM/ECF system.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: August 18, 2025

FOX ROTHSCHILD LLP

/s/ Michael D. Murphy

Michael D. Murphy
Attorneys for Plaintiff and Counterclaim
Defendant SHAKEY'S PIZZA ASIA
VENTURES, INC. and Third-Party
Defendants CINCO CORPORATION,
PC INTERNATIONAL PTE LTD., and
SPAVI INTERNATIONAL USA, INC.